discharged by any individual; a fit and proper person must be selected for discharging them satisfactorily. The emoluments also are such that no surplus is left after providing a fair remuneration for the office-holder; to lessen those emoluments would be to prevent a proper person being selected for holding the office, and for its functions being discharged in the manner that they ought to be discharged.

Under these circumstances I agree that we cannot proceed on the basis that the office with which we are dealing can be permitted to be the subject of a compromise by which a female is to hold it in form, and to get its functions performed by a male proxy.

K.R.

APPELLATE CIVIL.

Before Mr. Justice Sadasiva Ayyar and Mr. Justice Spencer.

V. MUTHUKUMARA CHETTY (PLAINTIFF), APPELLANT IN ALL THE CASES,

v.

ANTHONY UDAYAR AND THIRTY OTHERS (DEFENDANTS), RESPONDENTS.*

1912. September 23 and 27, December 6 and 1914. January, 26 and 28.

Transfer of Property Act (IV of 1882), sec. 10—Hindu Law—Grant, deed of, for maintenance and other expenses—Grant by zamindar to his wife and minor son—Estate of grantees—Restraint on alienation—Lease for fifteen years by mother as guardian, if void, or voidable by minor—Repudiation by zamindar as natural guardian, mere act of, if sufficient—Suit to set aside—Decree in such suit necessary—Suit by guardian—Dismissal for default, effect of—Suit by lessee for rent—Objection by tenants as to validity of lease.

A zamindar made a grant of certain lands to his wife and his minor son for their maintenance, clothing and other expenses. The deed of grant contained a provision that the grantees were not to alienate the properties by sale, mortgage, etc. The mother of the minor son, granted a lease of the lands for fifteen years in favour of the plaintiff, and died a few months thereafter. The zamindar, the father and natural guardian of the minor, sued to set aside the lease, but the suit was dismissed in consequence of the zamindar's default in obeying an order of the Court to appear in person. The plaintiff, as the lessee of the lands, sued to recover *melvaram* due to him from the defendants

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* Second Appeals Nos. 892 to 912 and 914 to 922 of 1911.

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who were the ryots but did not join the minor grantee as a party to the suit. The defendants contended that the lease to the plaintiff was not valid and that the plaintiff was not entitled to recover rent from them.

Held (on a construction of the deed), that both the mother and the minor son obtained under the grant an estate in the property and were tenants-in-common during the life-time of the mother after which the son was to hold the whole property.

The provisions against alienation, contained in the deed of grant were absolute restraints on alienation and were void under section 10 of the Transfer of Property Act and under the Hindu Law.

The lease for fifteen years granted to the plaintiff by the mother acting as guardian of her minor son, even if it was beyond the powers of a guardian, was not void against the minor but only voidable by him.

The party who is entitled to avoid a transaction may do so by an unequivocal act repudiating the transaction or by getting a decree of Court setting it aside.

When a guardian (natural or appointed) of a minor has given a lease, another guardian cannot set it aside by a mere act of repudiation: he can do so only by obtaining a decree of Court in a suit which may be instituted on behalf of the minor during his minority; but his action in instituting a suit to set it aside (which was dismissed for his default) has no greater effect than his mere act of repudiation.

Held consequently, that the plaintiff was entitled to recover rent from the defendants under the lease.

SECOND APPEALS against the decrees of J. T. GILLESPIE, the Acting District Judge of Tanjore, in Appeals Nos. 216 and 335, 220 and 338, 222, 223 and 340, 224 and 341, 234 to 246, 248 to 250, 253 to 257, and 329 to 332 of 1910 preferred against the decrees of K. V. SRINIVASA AYYANGAR, the Deputy Collector of Tanjore Division, in Summary Suits Nos. 183, 188, 190 to 192; 221 to 233, 291, 293, 297, 306, 311, 315 and 316 of 1909 and 109 to 111 and 118 of 1908, respectively.

The facts of the case appear from the judgment.

T. R. Venkatarama Sastriyar and *V. Purushotham Ayyangar* for the appellant.

G. Krishnaswami Ayyar for the respondents.

SADASIVA AYYAR AND SPENCER, JJ.

These Second Appeals arise out of suits instituted by the plaintiff against a number of ryots for rent of certain lands leased to them. The Zamindar of Ghandarvakota made a grant of these lands as well as of certain other properties evidenced by Exhibit N in the case. The grant (which was in 1901) was in favour of two persons, his wife Madurambal and his minor son. Madurambal executed a lease, Exhibit I, in 1906 for a period of 15 years to the plaintiff in these suits. She died within a few

months after the execution of the lease. Disputes arose on her death between her husband, the Zamindar who purported to act on behalf of his minor son and the plaintiff. There were criminal proceedings which were followed by two suits, one of them by the Zamindar on behalf of his son to set aside the lease and the other by the lessee to restrain the Zamindar from interfering with his enjoyment under the lease. The former suit was dismissed in consequence of the Zamindar's default in obeying an order of the Court to appear personally. The latter suit was withdrawn by the plaintiff in consequence of the dismissal of the Zamindar's suit. The propriety of the dismissal is, we understand, now before this Court in a revision petition. The present suits for rent by the lessee under Exhibit I are resisted by the ryots, the minor grantee under Exhibit I not being a party.

Most of the contentions on which the resistance is based depend on the construction of the grant, Exhibit N. These contentions may be briefly stated as follows :—

(1) That the document created no right at all in the lands in favour of Madurambal or her son but only conferred rights of management on the former with the right to appropriate the incomes for defraying the expenses of her own maintenance and the maintenance and education of her son ;

(2) that even if any estate in the properties, the subject-matter of the grant, was created in favour of Madurambal, none was created in favour of the son till the death of Madurambal ;

(3) that according to the terms of the grant, the enjoyment of the property transferred was restricted to Madurambal and her son personally and therefore Madurambal had no right to make any transfer by way of lease in favour of the plaintiff ;

(4) that the lease is void apart from the previous contention on the ground that the grant expressly provides that the grantees should have no power of alienation by sale, mortgage or otherwise ;

(5) that Madurambal's right in the property ceased on her death and that she had no power to make a lease which would enure beyond her life-time and that she was not appointed the guardian of her son by the grant ;

(6) that, even assuming she was her son's guardian, all leases executed by her for a period which would extend beyond

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the time of the son's minority must be regarded as void and at any rate would not last beyond the minority of the son;

(7) that, even if a lease intended to last beyond the period of minority could be regarded as not altogether void, the lease in question was injurious to the interests of the minor and could not be upheld; and

(8) that Exhibit I is not merely a lease but also a mortgage and as a mortgage is expressly forbidden by the terms of Exhibit N, Exhibit I must be held to be beyond the powers of Madurambal.

In the view we take in the case, it will not be necessary to deal with some of these contentions.

The first question for decision is whether Exhibit N merely conferred upon Madurambal the right to manage the properties included in it and did not create any estate in favour of either the wife or the son. On this point we are unable to entertain any doubt that the document cannot be regarded as merely creating a right of management in favour of Madurambal. The instrument is called a settlement deed executed in favour of Madurambal and the minor Rajagopalan. It states "I have given to the said Madurambal Rajayee this day for herself and the other person aforesaid (that is the minor son) and left in her enjoyment the buildings, gardens and other immoveable properties of the undermentioned villages worth Rs. 50,000"; and again it says "I have given to the said Madurambal Rajayee for the said two persons for the maintenance, clothing and other expenses of the said Madurambal Rajayee and . . . . . Rajagopalan." There are no clauses in the instrument conflicting with the *primâ facie* interpretation to be put on the clauses mentioned above, namely, that there was a grant of the lands. The provision regarding the exchange of pattas and muchilikas and the collection of kist by Madurambal was only intended to remove any doubts as to her power under Act VIII of 1865 to enforce payment of rent against the tenants. There is not a word in the document which would show that she was to be a mere agent or was to occupy a position analogous to that of an agent. There is a further provision that after the lifetime of the said Madurambal, the said Rajagopalan shall enjoy all the said villages. There can be no doubt that Rajagopalan obtained under the instrument an estate which would last for his life. It is not

necessary for the decision of this case to express an opinion on the question whether Rajagopalan obtained an absolute estate under Exhibit N. That question may never arise for decision and if it should, it would probably arise not between him and any of the parties to the suit, but between him and some other descendant of the Zamindar. We, therefore, abstain from giving any opinion on the question. The view taken by the District Judge on the point discussed above is not quite clear. He finds definitely that the grantees did not obtain an absolute estate but only a limited estate but in one portion of his judgment he says "The arrangement contemplated by Exhibit N appears to have been very similar to that in *Raj Lukhee Dabea* v. *Gokool Chunder Chowdhry*(1), which was held not to create any absolute interest but only a trust for the management of the property for a particular purpose." But in the next sentence the opinion he expresses is that Exhibit N did not create any absolute interest in favour of Rajayee and her son. We do not think that the District Judge really intended to hold, as was argued for the respondent, that no estate or right in the property was created at all by Exhibit N. In the case referred to by him, the Privy Council had to deal with a *Hibbahnamah* or gift executed by the owner in favour of two widows, and the question raised for decision before their Lordships was whether the widows had an absolute right in the property which would entitle them to alienate it at their pleasure or whether they had only a limited interest, and the alienation was therefore invalid, not being supported by necessity. The widows were entitled to succeed as heirs of the owner and there was no question, therefore, that they had a limited interest. Their right to deal with the property in the manner and to the extent to which the holder of a woman's estate could, was admitted. Their Lordships say that there was no absolute estate but only a trust for the management of the property possessed by the widow. They did not intend, however, to negative the existence of a life-interest in the widows. We are of opinion that the District Judge also in this case meant no more than to hold that an absolute estate was not created in Madurambal and her son.

The next point is whether the son acquired no interest at all. The District Judge observes that Madurambal had no right

(1) (1869) 13 M.I.A., 209.

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to execute Exhibit I on behalf of her minor son, because the latter took no estate under Exhibit N until her death. We are unable to agree with this view. It is perfectly clear from the document that the grant was to both and that Madurambal was to hold possession on behalf of herself and her son. Her right was to cease with her life and afterwards the son was to enjoy the whole. Both the mother and the son were created tenants-in-common during the lifetime of the mother after which the son was to hold the whole. We are of opinion that the son also did obtain an estate in the property under the grant.

The next question is whether by the terms of the grant the enjoyment of the property was restricted to the grantees personally. We do not think that there are any provisions in the document which would justify such an interpretation. The provision that Madurambal herself should give pattas and take muchilikas and collect the kist was not intended to restrict the right of enjoyment but to make it clear that she was to have powers with respect to the management which might otherwise be doubtful with respect to the provisions of Act VIII of 1865. There is no doubt the provision that the grant was for the maintenance of the grantees, but that is not sufficient to show that the enjoyment of the property was restricted to the grantees personally. Maintenance might be derived out of the property by the grantees without enjoying the property personally. Our attention was drawn to the fact that items 11 and 12 of the properties in the grant are stated to be intended for the education of the minor son. One of these two items was punja land and the other was a plot of land with a building on it. There is no direction that the minor should live in the house, nor does it appear that the other item, the punja land, was an adjunct to the land containing the building so as to form one entire plot where the minor was to live. The document is perfectly consistent with the interpretation suggested for the appellants that the income arising from both those items should be used to defray the expenses of the minor's schooling.

Reliance was placed on *Munisami Naidu* v. *Ammani Ammal*(1), where SUBRAHMANYA AYYAR, J., held that a land granted to a widow for maintenance was not attachable in execution of a decree against the widow. That learned Judge followed another

(1) (1905) 15 M.L.J., 7.

decision in *Diwali* v. *Apaji Ganesh*(1), which held a similar view, but the question in those cases was whether the land in question would come within the purview of 'future maintenance' exempted from attachment by clause (*l*) of section 266 of the Civil Procedure Code (of 1882). There are various kinds of property which are transferable by the owner but which are exempt from attachment. The distinction was pointed out in *Ranee Annapurni Nachiar* v. *Swaminatha Chettiar*(2), where this Court held that property given for maintenance is transferable and distinguished *Diwali* v. *Apaji Ganesh*(1), and other cases which held that such property was not attachable. The general principle undoubtedly is that though a grant may prescribe the mode in which the grantee is to enjoy the property, such a provision would not be binding on him. See section 1 of the Transfer of Property Act, section 125 of the Succession Act and *Chamaru Sahu* v. *Sona Koer*(3). A grant no doubt may be conditional on the grantee enjoying it in a particular manner; but where it cannot be construed to be conditional and there is a mere direction or request that the enjoyment should be in a certain manner, such a provision would not be binding. In *Rameswar Singh* v. *Jibender Singh*(4), it was held that *Babuana* grant for maintenance could be alienated. *Balaji J. Rahalkar* v. *Narayanbhat*(5), was not a case analogous to the present. There the lease was of a piece of land for building a house in which the grantee and his heir were to live. COUCH, C.J., and NEWTON, J., held that there was no grant of any interest in the land except of a personal use for a particular purpose. We must overrule this contention also and hold that the enjoyment is not restricted by Exhibit N personally to the grantees under it. The next question is whether the clause preventing alienation by the grantees is valid. Section 10 of the Transfer of Property Act enacts that where property is transferred subject to a condition or limitation absolutely restraining the transferee or any person claiming under him from parting with or disposing of his interest in the property, the condition or limitation is void. An exception is provided in the case of a lease where the condition is for the benefit of the lessor or those claiming under him. This section is applicable

(1) (1886) I.L.R., 10 Bom., 342. (2) (1911) I.L.R., 34 Mad., 7.
(3) (1911) 16 C.W.N., 99. (4) (1905) I.L.R., 32 Calc., 663.
(5) (1866) 3 Bom. H.C.R., A.C., 63 (A.C.J.).

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to Hindus unless any rule of Hindu law be affected by it. It has frequently been applied both to Hindus and to Muhammadans. See the cases collected in Gour's Transfer of Property Act, page 184. The prohibition of alienations is absolute in this case. The grantees were not to alienate by sale, mortgage, etc., and the reasons for the prohibition is stated to be that the properties are intended for the maintenance of the grantees. There is also a provision that the grantor himself should not make any kind of alienation. Having regard to the reason stated for the restraint on alienation, there can be no doubt that the clause must be construed as preventing alienation absolutely. There is no reason for holding that there is any rule of Hindu Law that alienations may be prevented in the case of grants for maintenance. The alienation, of course, would not be valid beyond the time that the grant itself enures. In *Kuldip Singh* v. *Khetrani Koer*(1), all that was held was that a provision in an agreement between a widow and her husband's relations that an alienation should not be made without the consent of the relations was not repugnant to the provisions of section 10, because alienation was not altogether forbidden but was only directed to be made subject to certain conditions.

Sri Bhagwat Singh v. *Ram Jatan*(2), in which the question was with respect to the right of pre-emption was similar. None of these cases supports the contention that there is any specific rule of Hindu law making restriction on alienation valid in grants which are made for maintenance. In speaking of Exhibit N as a grant for maintenance, we are not to be understood, as already stated, to express any opinion on the question whether the grant itself was absolute or would last only till the lifetime of Rajagopalan. The validity of even limited restraints on alienation is doubtful. See the matter discussed in *Chamaru Sahu* v. *Sona Koer*(3).

The next question is whether Madurambal had no right at all to make the lease on behalf of her son. We are clearly of opinion that Exhibit N constitutes Madurambal the minor's guardian. The document is executed to her both on her own behalf and on behalf of the minor who is described as being under her protection. She is to enjoy the estate for herself and for

(1) (1898) I.L.R., 25 Calc., 869. (2) (1910) 7 A.L.J., 406.
(3) (1911) 16 C.W.N., 99.

the son. The Zamindar evidently intended to make her his son's guardian so far as this property was concerned. The son was to live with his mother. It may be that the Zamindar did not part with his guardianship altogether and that the mother's power as guardian was restricted to this property, but there can be no doubt that she did become his guardian under Exhibit N with respect to the properties comprised in it. The lease cannot, therefore, be objected to on the ground that Madurambal had no right to deal with the son's properties at all. Her powers must be taken to be those of a guardian. They are not restricted by any provisions in Exhibit N. The restrictions against alienation referred to the estate created under the document and those restrictions were to apply equally to both the grantees, the mother and the son. They were not intended to and did not curtail any rights which the mother would possess as guardian to deal with the infant's estate.

The next question is, can the lease Exhibit I be treated as void because it was to last for a period of 15 years which would extend to about five years beyond the minority of the son. If it was altogether void, then the defendants would be entitled to resist the plaintiff's attempt to collect the rents from them. But a lease executed by a guardian beyond his powers must be held to be not void altogether against the minor but only as voidable by him. This is the view held in England. See Halsbury's Laws of England, volume 17, pages 99 and 132. Only one case is referred to *Roe* v. *Hodgson*(1), that decided in Ireland where the lease was held to be void. In America also such leases are held to be only voidable—see 21 Cyclopædia of American Law and Procedure, page 86, although there also one case is referred to in which it was held to be void. The same view has been taken in India—see Trevelyan on Minors, pages 197 and 201 and *Prosonna Nath Roy Chowdry* v. *Afzolonnessa Begum*(2). A sale by a guardian was also held to be only voidable in *Sham Chandra Dafadar* v. *Gadadhar Mandal*(3)., *Abdul Rahman* v. *Sukhdayal Singh*(4) is not a decision that a perpetual lease by a guardian is altogether void. Reference is made in it to a case where an unauthorised lease by a guardian was pronounced to be void, but the learned Judges refer also to

(1) (1760) 2 Wilson, 129.
(2) (1879) I.L.R., 4 Calc., 523.
(3) (1911) 13 C.L.J., 277.
(4) (1906) I.L.R., 28 All., 30.

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the other cases where such a lease was held to be only voidable and their own judgment is based on a ground which would be equally applicable to both views. In *Bachchan Singh* v. *Kamta Prasad*(1) which was also relied on by the respondents all that was held was that article 91 of the Limitation Act was not applicable to a suit by a minor to recover property improperly leased by the guardian. The case was taken to be governed by article 141. It is not clear why article 44 was not adverted to by the learned Judges.

Unni v. *Kunchi Amma*(2) was not the case of a transfer by a guardian. There are, no doubt, cases where a person affected by a conveyance may treat it as void but at the same time may ratify it. An alienation by a widow would seem to belong to this class of cases. The reversioner may accept the transaction as binding on him and ratify it, but if he does not do so he may sue for the recovery of the property within the time limited for suits for recovery of immoveable property and is not bound to institute his suit within a shorter period treating it as one to set aside a document. See *Bijoy Gopal Mukerji* v. *Krishna Mahishi Debi*(3). According to *Unni* v. *Kunchi Amma*(2) an alienation by the manager of a Hindu family not binding on his co-parcener would also belong to this class, but an alienation by a guardian affecting the interests of a minor is treated as only voidable. Section 30 of the Guardian and Wards Act shows that this is the view taken by the Legislature. Article 44 of the Limitation Act would also seem to support the same view although the inference to be drawn from that article is not to be regarded as strong. We must therefore hold that the lease made by Madurambal was only voidable as against the minor.

From this conclusion emerges the contention of the appellant that it is not open to the defendants who are ryots to contend that they are not liable to pay rent to the plaintiff, so long as the lease has not been avoided according to law. The soundness of this contention is not disputed, but it is urged that the lease has been avoided. The minor himself has never repudiated it; his guardian, the Zamindar, instituted the suit already referred to, to set aside the lease, but that suit failed without a decision on the merits. Now does this amount to an avoidance of the

(1) (1910) I.L.R., 32 All., 392. (2) (1891) I.L.R., 14 Mad., 26.
(3) (1907) I.L.R., 34 Calc., 329 (P.C.).

lease in law? We cannot uphold Mr. Rangachariar's contention that wherever a transaction is voidable it can be avoided only by getting a decree of Court setting it aside. The party who is entitled to avoid may do so by an unequivocal act repudiating the transaction—see *Mata Din* v. *Ahmad Ali*(1) and *Bijoy Gopal Mukerji* v. *Krishna Mahishi Debi*(2). If Rajagopalan after attaining majority should wish to repudiate the lease, there can be no doubt he can do so without a suit. But can any one else do so? The right to avoid appears to be a personal privilege—see 22 American Cyclopædia, page 547. No doubt a suit may be instituted by the minor through a next friend to set aside a transfer by a guardian even during the time of minority, but the suit should be by the minor himself and the setting aside of the transaction would be the act of the Court. The Court is *parens patriæ* and has the right to set aside transactions affecting minors. Thus it has been held that although a minor cannot make an alienation, a Court of equity may do so on his behalf—see 22 American Cyclopædia 516. Even when a suit has been instituted a next friend cannot make an election but a guardian *ad litem* may with the consent of the Court, in which case the election is practically made by the Court—see 22 American Cyclopædia 662; at page 663 it is stated that a next friend cannot make a waiver. It has also been held that a minor is not bound by an election between two different remedies made by his guardian during his minority—see 21 American Cyclopædia 186. It would seem that a minor himself cannot ratify a contract during his minority (see Simpson on Infants, page 56, and also 22 American Cyclopædia 539 and 21 American Cyclopædia 106) because when the minor attains majority, he would not be bound either by his ratification or a conveyance made during minority. There is some authority no doubt for the proposition that a minor may avoid during minority a contract entered into by himself. But if he can do so it must be on the ground that the avoidance is not a contract and that the possession of sufficient discretion is enough to entitle the minor to perform an act of avoidance—see the observation of JERVIS, C.J., in *Douglas* v. *Watson*(3). No authority has been cited in support

(1) (1912) 9 A.L.J., 215. (2) (1907) I.L.R., 34 Calc., 329 (P.C.).
(3) (1856) 17 C.B., 685 at p. 691; s.c., 139 E.R., 1245 at p. 1248.

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of the view that when one guardian has given a lease—whether atural or appointed—another guardian could, by an act of his own, repudiate the lease or put an end to it; and a minor, according to the authorities already cited, would apparently not be bound by any act of avoidance made by his guardian. No doubt a suit may be instituted on behalf of a minor during his minority to set aside the lease in order to get the Court to set it aside. We must hold that the Zamindar as the natural guardian could not set aside the lease by mere repudiation at his own pleasure and could do so only by obtaining a decree of Court. His action in instituting the suit cannot be regarded as standing on a better footing than any other act of his expressing his intention that the minor should not be bound by the lease. The result is that the lease must be held to be still operative against Rajagopalan. It is not necessary to consider the question whether it is one which would be set aside at his instance by a Court or which he himself could repudiate on his attaining majority. As it is still operative against him, the defendants (ryots) could not resist the plaintiff's right to rent under it.

The District Judge observes in his judgment that the plaintiff did not obtain possession under the lease. We do not understand what exactly is meant by this or what the effect of his not obtaining possession is supposed to be. The ryots are in actual occupation of the land. The lease was only of the melvaram interest in the lands and the plaintiff's right under it is to receive rent from the ryots. The lease is sufficient title to entitle him to the rents. Even if the property leased were capable of tangible possession, the mere failure to obtain possession would be immaterial except to show that the lease was not intended to be a real transaction at all. In the result we hold that the plaintiff is entitled to recover the rent sued for. It is not necessary to express an opinion on the other questions raised and mentioned at the beginning of this judgment. The Deputy Collector was wrong in not giving a decree for faslis 1316 and 1317 on the ground that proper pattas were not tendered for those faslis. This Court has decided in several cases that in suits instituted after the coming into operation of the Estates Land Act the non-tender of proper pattas is not a valid objection to the suit. The decrees of the lower Courts must be reversed

and the plaintiff must have a decree as prayed for for all the three faslis with costs throughout.

[Their Lordships called for a finding from the lower Court as to the amount of rent due to the plaintiff in all the cases; and on the return of the findings, the cases were posted for final disposal before SADASIVA AYYAR and SPENCER, JJ., who accepted the findings and decreed the plaintiff's entire claim with costs throughout.]

K.R.

APPELLATE CIVIL.

Before Mr. Justice Sankaran Nair and Mr. Justice Ayling.

HENRY MOBERLY (PLAINTIFF), PETITIONER,

v.

THE MUNICIPAL COUNCIL OF CUDDALORE (DEFENDANT), RESPONDENT.*

1914, February 14 and 17.

Madras District Municipalities Act (IV of 1884), ss. 53 and 60—'Holds office,' meaning of.

M, a District and Sessions Judge, whose usual place of business was within the Municipality of *C* resided for sixty days within the Municipality of *K*, during the annual recess and during that period did some administrative but no judicial work.

Held, (*a*) that *M* '*held his office*' during that period, within the Municipality of *K*, within the meaning of section 53 of the District Municipalities Act (IV of 1884); and (*b*) that a payment by him of profession tax for the half-year covering the sixty days to the Municipality of *K* was a lawful payment which would exempt him under section 60 of the Act from liability to pay the tax again for the same half-year to the Municipality of *C*.

Chairman, Ongole Municipality v. *Mounsey* (1894) I.L.R., 17 Mad., 453, distinguished.

PETITION under section 25 of the Provincial Small Cause Courts Act (IX of 1887) praying the High Court to revise the decree of the Subordinate Judge of Tanjore in Small Cause Suit No. 1381 of 1912.

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* Civil Revision Petition No. 995 of 1912.